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83

Attorney Docket No. 50047050-0003

**DECLARATION AND POWER OF ATTORNEY
UNDER 37 CFR 1.47(b) AND 35 U.S.C. 118**

As the below named signatory, I hereby declare that:

The residence, mailing address, citizenship of the sole inventor, and my relationship to the sole inventor are as stated below under my name. The sole inventor made the invention while employed by Conexant Systems, Inc.

I believe that the inventor named below is the original and sole inventor of the subject matter that is claimed and for which a patent is sought on the invention entitled:

Multi-mode Imager with Pinned Photo Region Photoreceptors

The specification of which was filed November 8, 2001 and assigned serial number 10/035,405.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended.

I acknowledge the duty to disclose information, which is material to patentability as defined in 37 C.F.R. § 1.56, and which is material to the examination of this application, namely, information where there is a substantial likelihood that a reasonable Examiner would consider it important in deciding whether to allow the application to issue as a patent, and in compliance with this duty, there is attached an information disclosure statement, in accordance with 37 C.F.R. § 1.98.

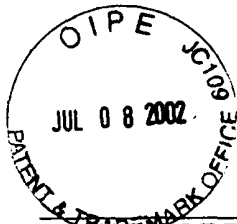
I hereby claim the benefit under Title 35, United States Code, Section 119(e) of any United States provision application(s) listed below:

PROVISIONAL APPLICATION NUMBER

FILING DATE

NONE

I hereby claim the benefit, under Title 35, United States Code, Section 120, of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose information that occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application.



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SEND CORRESPONDENCE AND DIRECT TELEPHONE CALLS TO:

John F. Nethery
SONNENSCHN NATH & ROSENTHAL
P.O. Box 061080
Wacker Drive Station, Sears Tower
Chicago, Illinois 60606-1080
(312) 876-8000

Customer Number 26263

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signatory: Prasan Pai

Signature: *Prasan Pai*

Date: 6-20-02

Title: Vice President Engineering

Company: Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach CA 92660-3095

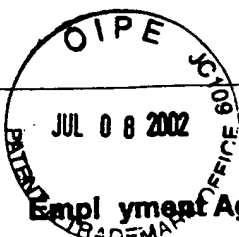
Relation to Inventor: None

Inventor: James Janesick

Country of Citizenship: US

Residence: 19311 Surfwave Drive

Post Office Address: Huntington Beach CA 92648



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CONEXANT

Employment Agreement

CALIFORNIA EMPLOYEES

Last Name	Suffix	First Name	Middle Initial	Employee ID or SS#	Hire Date
Janesick		James	R	00410392	10/02/2000

Until you have fulfilled all conditions of employment and the Employment Certification, Invention, Secrecy Agreement, Non-Solicitation of Co-Workers and other clauses appearing below have been signed by you and by our authorized agent, you are not employed by this Company.

1. Employment Certification

I realize that the terms of my employment shall be in accordance with Company policies, rules, and regulations that may be posted or published at any time. I understand that changes in the type of work, hours, rates of pay, shift, days off and total hours worked each day or week may be made at the discretion of the Company.

2. Invention Agreement

In partial consideration of my employment by Conexant Systems, Inc., one of its subsidiaries, their successors or assigns (hereinafter "Conexant"), I agree that I will promptly disclose to Conexant any invention, discovery, idea or improvement, whether or not patentable (hereafter termed "invention" or "inventions") that I make, suggest, conceive, devise or first actually reduce to practice, solely or jointly with others, during said employment, and which at the time of disclosure to Conexant or at the time of making, suggesting, conceiving, devising or first actually reducing to practice that (a) results from or is related to any assignments given to or assumed by me, or (b) is subject to any contractual obligation of Conexant to a third party, or (c) utilized the time, equipment, supplies, facilities, or trade secret information of Conexant, or (d) pertains to any actual or anticipated Conexant work, product, research, business activity, or any logical extension thereof, and I will assign and do hereby assign to Conexant my entire right, title and interest (domestic and foreign and including all rights under the International Convention for the Protection of Industrial Property) in all such inventions, subject to the requirements of law, and without further compensation or award of any kind to me from Conexant, or any customer. I further agree, in connection with any such invention, I will at any time, either during or after said employment, at the request and expense of Conexant, but without further consideration to me from Conexant, assist Conexant in obtaining, maintaining and enforcing patents on such inventions in any and all countries and will execute, acknowledge and deliver any lawful document or paper which in the opinion of Conexant's counsel is necessary or helpful from Conexant's standpoint, including without limitation, any patent application, assignment, license, or any paper in connection with any contractual obligation, litigation or controversy pertaining to any such invention or any patent issuing thereon.

I am aware of the provisions of the Labor Code of California, Sections 2870-2872, which are set forth below and which shall apply while I am employed by Conexant, one of its subsidiaries, their successors or assigns, in the State of California. I agree that all inventions made by me solely or jointly with others during the term of my employment will be identified to Conexant promptly upon my conceiving such inventions. Upon request by Conexant, I will disclose (by a full and clear description sufficient to enable a person skilled in the art to make and use such inventions) to Conexant such inventions in confidence, for review by Conexant of such issues as may arise.

Labor Code, State of California (Div. 3, Chapter 2, Article 3.5 enacted September 28, 1970)

2870. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer. (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable. (As Amended Stats. 1986, c. 346, §1)

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

3. Company Property

All documents or things coming into my possession, custody or control by virtue of my employment (except those documents directed to me as an employee for my personal use and identified by Conexant as being the property of the employee) are the property of Conexant (or Conexant's customers, as the case may be) and all of such property in my possession, custody or control at the time of termination of my employment will be delivered to Conexant at that time.

4. Secrecy Agreement



If during the period of my employment I have access to any information, technical or otherwise, including any computer software, which is confidential or proprietary to Conexant, its customers, subcontractors and any other individuals or companies having any kind of association or relationship with Conexant, I will not, except as required by my duties as an employee of Conexant, use or disclose or authorize anyone else to use or disclose, any such information, either during my employment or thereafter for so long as such information is not publicly or generally known. Anything possessed by me which discloses or embodies such information will be delivered to Conexant prior to my leaving its employ. I agree not to disclose information concerning the work-in-progress at Conexant to anyone not authorized to receive it.

5. Agreement Regarding Employment

I acknowledge that my employment is of indefinite duration and that it can be terminated with or without cause and notice at any time, either by Conexant or me, except as otherwise provided by the terms of a collective bargaining agreement applicable to me. I understand that no member of management, or other official or agent of Conexant has the authority to make any agreement (oral, written, or implied) or other representations contrary to the above statement. However, an officer of the Company can do so in written agreement signed by the officer and me.

6. Non-Solicitation of Co-Workers

I acknowledge that Conexant makes a considerable investment in the recruitment and training of its employees and that the loss of its employees to other companies can damage Conexant financially. I understand that as an employee I will become familiar with the expertise, skills and abilities of my co-workers and that Conexant considers this information to be proprietary information that must not be disclosed to its competitors. In consideration of my employment with Conexant, it is agreed that both while employed by Conexant and for a period of eighteen (18) months after my employment ends, I will not solicit nor will I assist any other company in soliciting any Conexant employee to leave Conexant and join another company. I also agree that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this non-solicitation agreement shall be entitled to recover its costs and attorneys' fees from the other party.

Conexant Systems, Inc.		
		Oct 2, 00
Signature - Employee	Signature - Authorized Agent	Date



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CMOSCCD@a l. m
06/12/2002 10:56 PM

To: jn thery@sonnenschein.com
cc:
Subject: R : H llo again Jim

In a message dated 6/12/02 4:38:39 PM Pacific Daylight Time, jnethery@sonnenschein.com writes:

That is an excellent question. I do not think you would or should sign anything like that if you did not believe that the statements you were making (those statements in the body of the document) were true, or belived to be true. No one will imprison you for making true statements, Jim.

That statement has probably been present in all of the Declarations you have signed for past inventions. It is possible to make an Oath instead, however, you would have to appear before an individual who is authorized by law to administer Oaths (a more complicated process than finding a notary). By the way, the notarization you are referring to is applied to the Assignment as a way of proving that it was, in fact, you who signed the Assignment, and would not eliminate the need for the language you quoted, or, alternatively, to find someone ot administer an Oath.

Why don't you give me a call at 312 876 3141 if these documents are still troubling you, otherwise, perhaps we can make closure and continue forward.

Best regards,

John

*****jj
John,

In that the history on this disclosure has been very unusual compared to past disclosures I've made (I do not have a good feeling for how things have been pushed along without much regard to the discloser). And I've written several memos on the subject of not believing the invention was not innovative from the very start. Formally I can't really sign because of this uncertainty. Hope this makes things clear to make closure.

Take care.

Jim

PS. . did you see the Hubble picture taken from the new camera that went up a couple months ago? Amazing. . . go search for Sky and Telescope . . . or Hubble. . . you'll see the image there. Puts things in perspective.

*****jj